

## APPENDIX OS

**TABLE OF CONTENTS**

**1. INTRODUCTION ..... 3**

**2. SERVICES ..... 3**

**3. DEFINITIONS..... 3**

**4. CALL BRANDING ..... 4**

**5. OPERATOR SERVICES (OS) REFERENCE/RATER INFORMATION ..... 5**

**6. INTENTIONALLY OMITTED ..... 5**

**7. HANDLING OF EMERGENCY CALLS TO OPERATOR..... 5**

**8. RESPONSIBILITIES OF THE PARTIES ..... 5**

**9. METHODS AND PRACTICES ..... 6**

**10PRICING..... 6**

**11MONTHLY BILLING..... 6**

**12LIABILITY ..... 6**

**13TERMS OF APPENDIX..... 6**

## APPENDIX OS (OPERATOR SERVICES)

### 1. INTRODUCTION

- 1.1 This Appendix sets forth the terms and conditions for Operator Services (OS) for switched-based CLEC's or CLEC's leasing Lawful unbundled switched ports as provided by the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) and CLEC.
- 1.2 **SBC Communications Inc. (SBC)** means the holding company which directly or indirectly owns Wisconsin Bell, Inc. d/b/a SBC Wisconsin.
- 1.3 **SBC WISCONSIN** - As used herein, **SBC WISCONSIN** means Wisconsin Bell, Inc. d/b/a SBC Wisconsin, the applicable SBC-owned ILEC doing business in Wisconsin.

### 2. SERVICES

- 2.1 Where technically feasible and/or available, **SBC WISCONSIN** will provide the following OS:
  - 2.1.1 Fully Automated Call Processing
    - 2.1.1.1 Allows the caller to complete a call utilizing equipment without the assistance of an **SBC WISCONSIN** operator, hereafter called "Operator."
  - 2.1.2 Operator-Assisted Call Processing
    - 2.1.2.1 Allows the caller to complete a call by receiving assistance from an Operator.

### 3. DEFINITIONS

- 3.1 Fully Automated Call Processing - Where technically feasible and/or available, **SBC WISCONSIN** can support the following fully automated call types as outlined below:
  - 3.1.1 Fully Automated Calling Card Service.
    - 3.1.1.1 **SBC WISCONSIN** -This service is provided when the caller dials zero ("0"), plus the desired telephone number and the calling card number to which the call is to be charged. The call is completed without the assistance of an Operator. An authorized calling card for the purpose of this Appendix, is one for which **SBC WISCONSIN** can perform billing validation.
  - 3.1.2 Fully Automated Collect and Bill to Third Number Services.
    - 3.1.2.1 **SBC WISCONSIN** - The caller dials zero (0) plus the telephone number desired, and selects the Collect or Bill To Third Number billing option as instructed by the automated equipment. The call is completed without the assistance of an Operator.
- 3.2 Operator-Assisted Call Processing - Where technically feasible and/or available, **SBC WISCONSIN** will support the following Operator-assisted call types for CLEC:
  - 3.2.1 Semi-Automated Calling Card Service. A service provided when the caller dials zero (0) plus the telephone number desired and the calling card number to which the call is to be charged. The call is completed with the assistance of an Operator. An authorized calling card for the purpose of this Appendix, is one for which **SBC WISCONSIN** can perform billing validation.
  - 3.2.2 Semi-Automated Collect and Bill to Third Number Services. **SBC WISCONSIN** - The caller dials zero (0) plus the telephone number desired, and selects the Collect or Bill To Third Number

billing option as instructed by the automated equipment. The call is completed with the assistance of an Operator.

- 3.2.3 Semi-Automated Person-To-Person Service. A service in which the caller dials zero (0) plus the telephone number desired and asks the Operator for assistance in reaching a particular person, or a particular PBX station, department or office to be reached through a PBX attendant. This service applies even if the caller agrees, after the connection is established, to speak to any party other than the party previously specified.
- 3.2.4 Operator Handled Services. Services provided when the caller dials zero (0) for Operator assistance in placing a sent paid, calling card, collect, third number or person to person call.
- 3.2.5 Busy Line Verification (BLV)/Line Status Verification. A service in which the Operator, upon request, will check the requested line for conversation in progress and advise the caller.
- 3.2.6 Busy Line Verification Interrupt (BLVI). A service in which the caller asks the Operator to interrupt a conversation in progress, to determine if one of the parties is willing to speak to the caller requesting the interrupt. Busy Line Interrupt service applies even if no conversation is in progress at the time of the interrupt attempt, or when the parties interrupted refuse to terminate the conversation in progress.
- 3.2.7 Operator Transfer Service. A service in which the local caller requires Operator Assistance for completion of a call terminating outside the originating LATA.

#### 4. CALL BRANDING

- 4.1 The procedure of identifying a provider's name audibly and distinctly to the End User at the beginning of each OS call.
  - 4.1.1 Where technically feasible and/or available, **SBC WISCONSIN** will brand OS in CLEC's name based upon the criteria outlined below:
    - 4.1.1.1 Where **SBC WISCONSIN** provides CLEC Operator Services (OS) and DA services via the same trunk, both the OS and DA calls will be branded with the same brand. Where **SBC WISCONSIN** is only providing OS on behalf of the CLEC, the calls will be branded.
    - 4.1.1.2 CLEC name used in branding calls may be subject to Commission regulations and should match the name in which CLEC is doing business.
    - 4.1.1.3 CLEC will provide written specifications of its company name to be used by **SBC WISCONSIN** to create the CLEC's specific branding announcement for its OS calls in accordance with the process outlined in the Operator Services OS/DA Questionnaire (OSQ).
    - 4.1.1.4 A CLEC purchasing **SBC WISCONSIN** Lawful unbundled local switching is responsible for maintaining CLEC's End User customer records in **SBC WISCONSIN** Line Information Database (LIDB) as described in Appendix LIDB-AS. CLEC's failure to properly administer customer records in LIDB-AS may result in branding errors.
    - 4.1.1.5 Branding Load Charges
      - 4.1.1.5.1 **SBC WISCONSIN** - An initial non-recurring charge applies per brand, per Operator Assistance Switch, per trunk group for the establishment of CLEC specific branding. In addition, a per call charge applies for every OS call handled by **SBC WISCONSIN** on behalf of CLEC when such services are provided in conjunction with the purchase of **SBC WISCONSIN** Lawful unbundled local switching. An additional non-recurring charge applies per brand, per Operator assistance switch, per trunk group for each subsequent change to the branding announcement.

## 5. OPERATOR SERVICES (OS) REFERENCE/RATER INFORMATION

- 5.1 An SBC database referenced by an SBC Operator for CLEC OS specific Reference/Rater information based upon the criteria.
- 5.1.1 Where technically feasible and/or available, SBC WISCONSIN will provide CLEC OS Rate/Reference Information based upon the criteria outlined below:
- 5.1.1.1 CLEC will furnish OS Reference and Rater information in accordance with the process outlined in the Operator Services Questionnaire (OSQ).
- 5.1.1.2 CLEC will inform SBC WISCONSIN, via the Operator Services Questionnaire (OSQ) of any changes to be made to Reference/Rater information.
- 5.1.1.3 An initial non-recurring charge will apply per state, per Operator assistance switch for loading of CLEC's OS Reference/Rater information. An additional non-recurring charge will apply per state, per Operator assistance switch for each subsequent change to either the CLEC's OS Reference or Rater information.
- 5.1.2 When an SBC WISCONSIN Operator receives a rate request from a CLEC End User, SBC WISCONSIN will quote the applicable OS rates as provided by CLEC or as otherwise defined below.

## 6. INTENTIONALLY OMITTED

## 7. HANDLING OF EMERGENCY CALLS TO OPERATOR

- 7.1 To the extent CLEC's NXX encompasses multiple emergency agencies, SBC WISCONSIN agrees to ask the caller for the name of his/her community and to transfer the caller to the appropriate emergency agency for the caller's area. CLEC must provide SBC WISCONSIN with the correct information to enable the transfer as required by the OSQ. CLEC will also provide default emergency agency numbers to use when the customer is unable to provide the name of his/her community. When the assistance of another Carrier's operator is required, SBC WISCONSIN will attempt to reach the appropriate operator if the network facilities for inward assistance exist. CLEC agrees to indemnify, defend, and hold harmless SBC WISCONSIN from any and all actions, claims, costs, damages, lawsuits, liabilities, losses and expenses, including reasonable attorney fees, arising from any misdirected calls.

## 8. RESPONSIBILITIES OF THE PARTIES

- 8.1 CLEC agrees that due to quality of service and work force scheduling, SBC WISCONSIN will be the sole provider of OS for CLEC's local serving area(s) for a minimum of a one (1) year period.
- 8.2 CLEC will be responsible for providing the equipment and facilities necessary for signaling and routing calls with Automatic Number Identification (ANI) to each SBC WISCONSIN Operator assistance switch. Should CLEC seek to obtain interexchange OS from SBC WISCONSIN, CLEC is responsible for ordering the necessary facilities under the appropriate interstate or intrastate Access Service Tariffs. Nothing in this Agreement in any way changes the manner in which an interexchange Carrier obtains access service for the purpose of originating or terminating interexchange traffic.
- 8.3 Facilities necessary for the provision of OS shall be provided by the Parties hereto, using standard trunk traffic engineering procedures to insure that the objective grade of service is met. Each Party shall bear the costs for its own facilities and equipment.
- 8.4 CLEC will furnish to SBC WISCONSIN a completed OSQ, thirty (30) calendar days in advance of the date when the OS are to be undertaken.
- 8.5 CLEC will provide SBC WISCONSIN updates to the OSQ fourteen (14) calendar days in advance of the date when changes are to become effective.

- 8.6 CLEC understands and acknowledges that before live traffic can be passed, CLEC is responsible for obtaining and providing to SBC WISCONSIN, default emergency agency numbers.

## 9. METHODS AND PRACTICES

- 9.1 SBC WISCONSIN will provide OS to CLEC's End Users in accordance with SBC WISCONSIN OS methods and practices that are in effect at the time the OS call is made, unless otherwise agreed in writing by both Parties.

## 10. PRICING

- 10.1 The prices at which SBC WISCONSIN agrees to provide CLEC with OS are contained in the applicable Appendix Pricing and/or the applicable Commission ordered tariff where stated.
- 10.2 Beyond the specified term of this Appendix, SBC WISCONSIN may change the prices for the provision of OS upon one hundred-twenty (120) calendar days' notice to CLEC.

## 11. MONTHLY BILLING

- 11.1 For information regarding billing, non-payment, disconnection, and dispute resolution, see the General Terms and Conditions of this Agreement.
- 11.2 SBC WISCONSIN will accumulate and provide CLEC such data as necessary for CLEC to bill its End Users.

## 12. LIABILITY

- 12.1 The provisions set forth in the General Terms and Conditions of this Agreement, including but not limited to those relating to limitation of liability and indemnification, shall govern performance under this Appendix.
- 12.2 The Parties agree to release, defend, indemnify, and hold harmless each other from any claim, demand or suit that asserts any infringement or invasion of privacy or confidentiality of any person or persons caused or claimed to be caused, directly, or indirectly, by the Party's employees and equipment associated with provision of the OS Services, including but is not limited to suits arising from disclosure of the telephone number, address, or name associated with the telephone called or the telephone used to call Operator Services.

## 13. TERMS OF APPENDIX

- 13.1 Appendix will continue in force for the length of the Interconnection Agreement, but no less than twelve (12) months. At the expiration of the term of the Interconnection Agreement to which this Appendix is attached or twelve (12) months, whichever occurs later, either Party may terminate this agreement upon one hundred-twenty (120) calendar days written notice to the other Party.
- 13.2 If CLEC terminates this Appendix prior to the expiration of the term of this Appendix, CLEC shall pay SBC WISCONSIN, within thirty (30) days of the issuance of any bills by SBC WISCONSIN, all amounts due for actual services provided under this Appendix, plus estimated monthly charges for the unexpired portion of the term. Estimated charges will be based on an average of the actual monthly service provided by SBC WISCONSIN pursuant to this Appendix prior to its termination.